

AG Contract No. KR98 0772TRN
ADOT ECS File No. JPA 98-58
Project: STP-NFD-0(1)P/SS423 01C
Section: Various Locations

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE NORTHWEST FIRE DISTRICT

THIS AGREEMENT is entered into 9 June, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT
OF TRANSPORTATION (the "State") and the Northwest Fire District, acting by and
through its Chairperson (the "District").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The District is empowered by Arizona Revised Statutes Section 48-801 et seq to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the District has been selected by the District; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

NO. 22408
Filed with the Secretary of State
Date Filed: 06/09/98

Petey Gayles
Secretary of State

By: Nicky Baerwald

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the District by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost is as follows:
Install Traffic Signal Preemption System/Equipment at various locations.

Estimated Project Cost (include 15% CE cost)	\$286,862 00
Federal Aid Funds @94.3% of \$265,112.00	\$250,000 00
Non Federal Aid Funds	\$ 21,751.00
District Funds @ 5.7% of \$265,112 00	\$ 15,111 00
Total District Funds	\$ 36,862 00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the District with the aid and consent of FHWA and the State will proceed to bid and construct the project; such project to be performed, completed, accepted and paid for in accordance with the approved plans and specifications. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the District shall be obligated to incur any expenditure in excess.

2. Prior to construction, the District shall set aside sufficient funds in the amount determined to be necessary to match 5.7% of the federal funds.

3. The District shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The District shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The District shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the District shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the District.

6. Upon completion of construction, the District shall provide maintenance unless assumed by another governmental entity.

7. The District will provide personnel to administer and supervise construction. All construction project change orders are to be copied to the State.

8. The District will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations. In the event the District fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, the District shall hold the State harmless from any claims or costs incurred by the State as a result of the District's failure to comply.

9. State employees may perform any inspections of the project or audit any books or records of the District in order for the State to assure itself that the monies on the project have been spent and the project completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and federal government.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The District assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the District and that the District hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the District, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

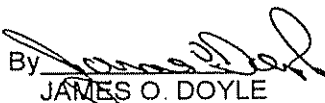
Northwest Fire/Rescue District
Fire Chief
4701 North LaCholla
Tucson, AZ 85705

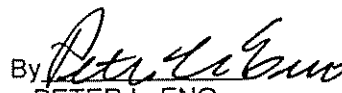
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

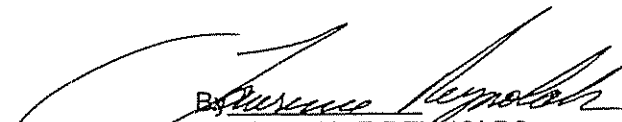
NORTHWEST FIRE/RESCUE DISTRICT

STATE OF ARIZONA
Department of Transportation

By 
JAMES O. DOYLE
Chairman

By 
PETER L. ENO
Contract Administrator

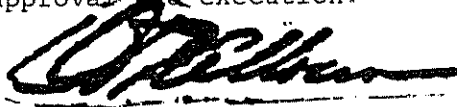
ATTEST

By 
LAWRENCE REYNOLDS
Clerk

RESOLUTION

BE IT RESOLVED on this 21st day of April 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Northwest Fire/Rescue District for the purpose of defining responsibilities for the design, construction and maintenance of traffic signal preemption equipment at various locations in the District.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Alloggio', is written over a horizontal line.

DAVID ALLOGGIO, Manager
Engineering Technical Group
for Mary E. Peters, Director

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ADOT LOCAL GOVERNMENT

PAGE 01

JBR 98-58

APPROVAL OFTHE NORTHWEST FIRE/RESCUE DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the NORTHWEST FIRE/RESCUE DISTRICT and declare this agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

DATED this 28th day of May, 1998.

Donna M. Aners
Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
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1275 WEST WASHINGTON, PHOENIX 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0772TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE June 2, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/12778

Enc.